



“Filings”) that Arbitrator Slutzky accepted an appointment to serve on a Florida arbitration panel, which was extended to him by Midwest’s key expert witness Dan Meyer during the arbitration hearings (the “Fact”).

2. In its letter, Midwest represents that the Fact is not true, and Continuum is now acknowledging the truth of Midwest’s representation.

3. Continuum would, thus, now like to withdraw the allegations of the Fact in its Filings, pursuant to Midwest’s request.

### **Background Facts**

4. One of the bases for Continuum’s arguments in its Petition to Vacate is that Arbitrator Slutzky was partial due to the Fact.

5. In order to uncover further information regarding the Fact, among other things, Continuum filed a Motion for Leave to Take Limited Discovery of Arbitrator Slutzky.

6. The Court allowed the parties to brief the issue of allowing further discovery, and over the course of the last several months, the parties have filed their respective briefs.

### **Midwest’s Request to Withdraw Alleged Facts**

7. On September 3, 2009, the day after Continuum filed its Reply, Midwest sent Continuum a letter, requesting that Continuum withdraw the allegation in its Filings that Arbitrator Slutzky *actually accepted* the appointment to serve on a Florida arbitration panel, which was extended to him by Midwest’s key expert witness Dan Meyer during the arbitration hearings. As a basis for its request, Midwest now represents as known fact, and Continuum accepts this as true, that although the offer to serve on the Florida arbitration panel was extended to Arbitrator Slutzky, he never accepted the appointment and thus never served on the Florida arbitration panel with Dan Meyer, as alleged by Continuum in its Filings.

8. Continuum did not make this allegation in its filings knowing that it was false. Continuum did not know that Arbitrator Slutzky never served on the Florida arbitration panel until it was brought to its attention by Midwest in its September 3 letter. Midwest did not state this fact in its Response to Continuum's Brief, and waited until Continuum filed its Reply to inform us of this information, despite the fact that this allegation was originally made in Continuum's Petition to Vacate over seven months ago. During the arbitration proceeding, Arbitrator Slutzky indicated to the parties and their counsel that he intended on accepting the appointment, and Continuum had no reason to believe otherwise. Nonetheless, Continuum would now like to amend its Filings to withdraw the allegations regarding Arbitrator Slutzky, pursuant to Midwest's request.

### **Conclusion**

9. Based on the reasons stated above, Continuum requests that the Court allow it to amend its Filings.

CONTINUUM CHEMICAL CORP.

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